

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

YELLOW BOOK USA, INC. and  
YELLOW BOOK SALES and  
DISTRIBUTION COMPANY, INC.,

Plaintiffs,

vs.

Case No. 3:10-cv-025

STEVEN M. BRANDEBERRY,

Judge: THOMAS M. ROSE

Defendant.

**DEFENDANT'S RESPONSE TO PLAINTIFFS'  
MOTION FOR PARTIAL SUMMARY JUDGMENT**

It is certainly true that most of what the parties have advanced in this latest round of summary judgment motions has been submitted before. Defendant will try to confine his response to this motion to new material and only to the extent necessary repeat matters in the file on the preceding motions related hereto.

The first failure of plaintiffs' summary judgment motion is its claim on page 1-2 of the memorandum that Brandeberry transferred his entire interest in the Am-Tel name to White in the attached "contract for sale of assets." To begin with Mr. Brandeberry did not individually transfer anything to White. The contract in question was between Am-Tel Directories, Inc. and PBJ White Directories, LLC. There was not a company known as Am-Tel Directories, Inc. Mr. Brandeberry's company was American Telephone Directories, Inc. Likewise while there apparently was a company known as PBJ White Directories, LLC, Mr. White thereafter formed BP White Directories, LLC which sold assets to Yellow Book.

More importantly, the original sale on May 6, 1994 of the Am-Tel name was from Herb Burkhalter to both American Telephone Directories, Inc. and Steve M. Brandeberry. This is a crucial point because both Brandeberry and his company had the right to use the Am-Tel name. Because only the company sold assets to PBJ White Directories, LLC, Mr. Brandeberry himself never sold the right to use the name, and therefore retained it.

The next issue that has been addressed before but must be repeated is that the contract

between Am-Tel Directories, Inc. and PBJ White Directories, LLC, which was drawn up by White's lawyer, references a sale of assets in their entirety and the right to use the name Am-Tel. (The phrase assets in their entirety means nothing more than assets. If you sell someone your pen, you sell your pen in its entirety absent other language.) Again, if the right to use the name Am-Tel was an exclusive right to use, there would have been no reason to state in the body of the contract "and the right to use the name Am-Tel Directories." Obviously the specific mention of the right to use is the controlling language over a list of assets with the phrase "183 Intang Asset Income Agreement."

The extrinsic evidence argument is a road that probably no one really wants to go down. The contract is either unambiguous in Brandeberry's favor or if ambiguous entitled to be construed in his favor because PBJ White Directories LLC was the drafter. Because plaintiff did choose to go down that path, however, defendant will also.

The sale of Brandeberry's assets to White was to be temporary. White's conduct with regard to Brandeberry was a fraud and an arbitrator has so held.

At the time White bought assets there was to have also been a repurchase agreement allowing Brandeberry to get the assets back. White's lawyer drew up the repurchase agreement at the same time as the contract for sale of assets. Brandeberry expected to sign the repurchase agreement, which he was aware of at the same time as the sale agreement. White after asking Brandeberry to sign the sale agreement along with the prepared repurchase agreement then pulled the rug out from under Brandeberry by refusing to sign the repurchase agreement and then sold the company to Yellow Book for a figure he refused to disclose. Brandeberry sued White for fraud and won his case through arbitration.

All of the foregoing are covered in Mr. Brandeberry's affidavit attached hereto. The intent of the parties was indeed that Steve would get his company back, but he was double-crossed.

Mr. White's lawyer's affidavit adds nothing to the discourse. He merely states what his client told him and what the opposing party did not tell him. His statement as to what rights Brandeberry retained is a legal conclusion he is not entitled to make.

Lastly the abandonment argument is a red herring as well. Abandonment of a trademark by an owner can cause him to lose his right to sue a new user for infringement, but it does not deprive the owner of the right to use. Mr. Brandeberry is not suing Yellow Book for infringement. Furthermore the name Am-Tel was never abandoned. The fact that Brandeberry did not use it is irrelevant because it was being used and retaining value for any of the permitted users.

In conclusion Brandeberry retained the right to use Am-Tel individually. His company sold the non-exclusive right to use the name, and there has been no infringement.

/s/ Darrell L. Heckman  
Darrell L. Heckman #0002389  
Attorney at Law  
Harris, Meyer, Heckman & Denkwalter, LLC  
One Monument Square, Suite 200  
Urbana, Ohio 43078  
(937) 653-4478  
Fax (937) 653-3293  
Email: dlhesq@urbanalegal.com  
Attorney for Defendant

### **CERTIFICATE OF SERVICE**

A copy of the foregoing pleading was served electronically to  
Bryce.Lenox@ThompsonHine.com, Attorney for Plaintiffs this \_\_\_\_\_ day of March, 2011.

/s/ Darrell L. Heckman  
Darrell L. Heckman



LICENSE AGREEMENT (AM/TEL)

This agreement made and executed this 6<sup>th</sup> day of May, 1994, by and between American Telephone Directories, Inc. and Steve M. Brandeberry (Licensee) and Herbert E. Burkhalter (Burkhalter);

WITNESSETH:

WHEREAS, Burkhalter has developed a distinctive name, insignia and logo, entitled AM/TEL which has been used in the Champaign County, Ohio, telephone directory for years, and

WHEREAS, licensee has agreed to pay a stipulated fee for the license to use said name, insignia/logo.

NOW, therefore the parties agree as follows:

1. Burkhalter hereby grants to licensee the use of the name, insignia and logo:

AM/TEL

AM/TEL  
DIRECTORIES

for the exclusive use of licensee throughout Champaign County, Ohio, until Burkhalter has received payment in full of all monies due him on a certain asset purchase agreement, consulting agreement and covenant not to compete agreement; after which time all payments have been paid in full licensee shall be the owner of said name, insignia and logo, in so far as Burkhalter can license or sell same.

2. Licensee acknowledges that said name, insignia and logo are not registered trade names nor trade marks.

3. This agreement is non-assignable without the written consent of Burkhalter first being obtained.

4. Licensee agrees to pay the sum of Fifty Thousand Dollars (\$50,000) to Burkhalter for the above license in monthly payments as follows:

\$ 275.00 beginning June 1, 1994, for 24 months  
1,500.00 beginning June 1, 1996, for 24 months  
1,480.00 beginning June 1, 1998, for 5 months or  
until fully paid

5. In the event of a default in any monthly payment for thirty days, this license shall automatically expire and licensee shall no longer have the lawful use thereof, unless

the default is cured within 15 days after the thirty day grace period.

6. In the event of the death of Burkhalter the payments are to be made to Elois Burkhalter, if she survives him, otherwise to his estate.

WITNESSED BY:

AMERICAN TELEPHONE DIRECTORIES, INC.

*William R. Born*

By: *Steve M. Brandeberry*  
President

*Brenda J. Stock*

*Steve M. Brandeberry*  
Steve M. Brandeberry

*Herbert E. Burkhalter*  
Herbert E. Burkhalter

CONTRACT FOR SALE OF ASSETS

Due to economic necessity, the Directors and Officers of AM-TEL DIRECTORIES, INC. have voted to sell the assets of the business. Accordingly, under the provisions and power of such resolution, it is hereby agreed by AMTEL DIRECTORIES, INC. and P.B.J. WHITE DIRECTORIES, LLC., as follows:

(1) P.B.J. WHITE DIRECTORIES, LLC. will acquire the assets, in their entirety, as set forth on the attached Exhibit "A", of AM-TEL DIRECTORIES, INC. and the right to use the name AM-TEL DIRECTORIES effective as of the 1ST day of July, 2002 under the following terms:

(a) The purchase price shall be ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) plus the assumption of the specified indebtedness of AM-TEL DIRECTORIES, INC. as set forth on the listing of such indebtedness that is attached hereto as Exhibit "B". The ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00) shall be paid as follows: a) \$75,000.00 on or before 8th of July, 2002; b) \$25,000.00 on or before 8th of July, 2004. AM-TEL DIRECTORIES, INC. shall remain obligated and shall hold P.B.J. WHITE DIRECTORIES, LLC. harmless from all other indebtedness.

(b) P.B.J. WHITE DIRECTORIES, LLC. shall secure, by its own independent line of finance, all outstanding debts and obligations of AM-TEL DIRECTORIES, INC.;

(2) P.B.J. WHITE DIRECTORIES, LLC. has the right to assign its interest in this agreement.

(3) After the purchase of the assets, P.B.J. WHITE DIRECTORIES, LLC. may offer employment to the employees of AM-TEL DIRECTORIES, INC., but is under no obligation to do so.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this agreement on the 3rd day of July, 2002.

SIGNED IN THE PRESENCE OF:

Camela Nemo  
July A. Dulan  
Camela Nemo  
July A. Dulan

AMTEL DIRECTORIES, INC.

BY: Steve M. Brandeberry

Steve M. Brandeberry

P.B.J. WHITE DIRECTORIES, LLC.

BY:

State of Ohio  
County of Champaign, SS:

Before me, a Notary Public, in and for said County and State, personally came **Am-Tel Directories, Inc.**, by **Steve M. Brandeberry**, its President, who acknowledged the signing of the foregoing agreement to be the voluntary act and deed of the said **Am-Tel Directories, Inc.** and the voluntary act and deed of the said **Steve M. Brandeberry**, personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 3rd day of July, 2002.



HARLEY A. DAVIDSON, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O.R.C.

Notary Public

*Harley A. Davidson*

State of Ohio  
County of Champaign, SS:

Before me, a Notary Public, in and for said County and State, personally came **P.B.J. WHITE DIRECTORIES, LLC.**, by **William N. White**, its President, who acknowledged the signing of the foregoing agreement to be the voluntary act and deed of the said **P.B.J. WHITE DIRECTORIES, LLC.** and the voluntary act and deed of the said William N. White, personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 3rd day of July, 2002.



HARLEY A. DAVIDSON, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O.R.C.

Notary Public

*Harley A. Davidson*

This instrument prepared by:  
HARLEY A. DAVIDSON, Attorney at Law  
117 W. Court St., Urbana, OH 43078



AMTEL Directories Inc.

07/03/02

**Balance Sheet**

As of July 3, 2002

	Jul 3, '02
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
102 Champaign Op 647160	10,609.59
103 Payroll 636216	151.21
106 Petty Cash	2,022.80
Total Checking/Savings	12,783.60
Accounts Receivable	
Accounts Receivable	381,903.60
Total Accounts Receivable	381,903.60
Other Current Assets	
131 Employee Advances	240.00
Total Other Current Assets	240.00
Total Current Assets	394,927.20
Fixed Assets	
146 Fixtures & Equipment	
147 Fixt. & Equip Accum Depr.	-20,000.33
146 Fixtures & Equipment - Other	43,686.57
Total 146 Fixtures & Equipment	23,686.24
148 Transportation Equipment	
149 Trans Equip. Accum. Depr.	1,179.98
148 Transportation Equipment - Other	14,586.29
Total 148 Transportation Equipment	15,766.27
Total Fixed Assets	39,452.51
Other Assets	
181 Intan. Asset Purchase	205,000.00
182 Intan. Non Compete	150,000.00
183 Intan. Asset License Agrmnt	50,000.00
186 Accum Amort Asset Purchase	-77,446.02
186 Accum Amort Non Compete	-56,666.98
187 Accum Amort License Agrmnt	-18,887.00
Deposits	5,000.00
Total Other Assets	257,000.00
<b>TOTAL ASSETS</b>	<b>691,379.71</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
205 Accounts Payable	137,402.00
Total Accounts Payable	137,402.00
Credit Cards	
AmEx SBS 61009	5,000.00
Total Credit Cards	5,000.00
Other Current Liabilities	
203 Accrued Publish Exp-Union	
Printing	4,662.66
yellow page tapes/leads	628.07
Total 203 Accrued Publish Exp-Union	5,290.73
204 Accrued Publish Exp Logan	
Printing	-2,500.00
yellow page tapes/leads	707.44
Total 204 Accrued Publish Exp Logan	-1,792.56
206 Accrued Publish Exp Champ	
Pageing/Graphics	4,246.02

AMTEL Directories Inc.

07/03/02

**Balance Sheet**

As of July 3, 2002

	Jul 3, '02
Printing	45,000.00
white page tapes	183.99
206 Accrued Publish Exp Champ - Other	462.18
Total 206 Accrued Publish Exp Champ	49,892.19
210 Peoples 603847-50	-184.54
210 Peoples 604127-50	308.88
Payroll Liabilities	
232.1 FICA er	-0.01
232.2 FICA ee	-0.01
235 Federal Unemployment	-0.20
Group Medical	0.03
Total Payroll Liabilities	-0.19
Total Other Current Liabilities	53,514.51
Total Current Liabilities	195,916.51
Long Term Liabilities	
267 Note Pay CNB LOC 7017	100,000.00
268 Note Pay Delta Hamilton	7,000.00
269 Note CNB 8669 Business	144,367.52
270 Note John & Anne Hahn	15,000.00
275.1 Note Pay Amer Ex LOC	7,943.07
275.2 Note Pay Peoples 99 Chrys	13,136.54
275.3 Peoples DIAD	4,924.60
275.4 Peoples Computer EQT/Acce	5,904.78
275.5 Peoples Ofc Furn/phones	11,589.81
Total Long Term Liabilities	309,866.32
Total Liabilities	505,782.83
Equity	
262 Equity Steve Brandeberry	74,300.14
263 Officer Equity & Draws	923.11
265 Equity P. Hamilton	72,956.20
280 Equity Skipp Weithman	21,000.00
281 Capital Stock	500.00
283 Retained Earnings	787.14
Opening Bal Equity	10,804.24
Net Income	4,326.05
Total Equity	185,596.88
TOTAL LIABILITIES & EQUITY	691,379.71

AMTEL Directories Inc.

07/03/02

## Unpaid Bills Detail

As of July 3, 2002

Type	Date	Num	Due Date	Aging	Open Balance
<b>Access Computers, Inc.</b>					
Bill	2/28/2002	13233	3/30/2002	125	344.50
Bill	2/28/2002	13234	3/30/2002	125	2,177.13
Bill	4/10/2002	13250	5/10/2002	84	438.63
Bill	5/14/2002	13338	6/13/2002	50	138.06
Total Access Computers, Inc.					3,098.32
<b>Alpha Graphic Services</b>					
Bill	3/22/2002	2904	4/6/2002	103	1,062.87
Total Alpha Graphic Services					1,062.87
<b>American Express Centurion Bank</b>					
Bill	6/26/2002		7/6/2002	7	9,180.29
Total American Express Centurion Bank					9,180.29
<b>Bellefontaine Steel and Fabricating</b>					
Bill	3/7/2002	12638	3/17/2002	118	455.28
Total Bellefontaine Steel and Fabricating					455.28
<b>Boldman Printing Co.</b>					
Bill	3/15/2002	14985	4/14/2002	110	344.52
Bill	4/30/2002	15139	5/30/2002	64	459.68
Bill	5/10/2002	15206	6/9/2002	54	114.27
Total Boldman Printing Co.					918.47
<b>BP</b>					
Bill	6/19/2002	81206	7/9/2002	14	149.67
Total BP					149.67
<b>Business Equipment Company</b>					
Bill	6/3/2002		6/18/2002	30	199.72
Total Business Equipment Company					199.72
<b>Champaign County Chamber Of Commerce</b>					
Bill	4/1/2002		5/1/2002	93	10.00
Bill	4/24/2002	1088	5/24/2002	70	300.00
Total Champaign County Chamber Of Commerce					310.00
<b>Champaign County Historical Society</b>					
Bill	2/21/2002		3/3/2002	132	75.00
Total Champaign County Historical Society					75.00
<b>Champaign Nat'l Bank and Trust</b>					
Bill	6/14/2002		6/29/2002	19	625.00
Bill	6/17/2002		7/2/2002	16	683.71
Total Champaign Nat'l Bank and Trust					1,308.71
<b>Citizens National Bank</b>					
Bill	3/8/2002		3/18/2002	117	1,000.00
Total Citizens National Bank					1,000.00
<b>Duro-Last</b>					
Bill	4/17/2002	431529	4/27/2002	77	225.00
Total Duro-Last					225.00
<b>FedEx</b>					
Bill	6/12/2002	42744...	6/27/2002	21	50.17
Bill	6/19/2002	42748...	7/4/2002	14	81.99
Bill	6/26/2002	42752...	7/11/2002	7	41.80
Total FedEx					173.96
<b>Franke's Wood Products, LLC</b>					
Bill	3/25/2002	5028	4/24/2002	100	1,000.00

## AMTEL Directories Inc.

## Unpaid Bills Detail

As of July 3, 2002

07/03/02

Type	Date	Num	Due Date	Aging	Open Balance
Total Franke's Wood Products, LLC					1,000.00
Hatton & Enright Pharmacy, Inc					
Bill	4/20/2002		5/5/2002	74	55.10
Bill	4/20/2002		5/5/2002	74	163.01
Bill	5/20/2002		6/4/2002	44	153.96
Bill	6/20/2002		7/5/2002	13	68.91
Total Hatton & Enright Pharmacy, Inc					440.98
I O S Capital					
Bill	6/11/2002	55359...	6/26/2002	22	100.70
Total I O S Capital					100.70
Ikon					
Bill	2/25/2002	17083...	3/12/2002	128	671.27
Total Ikon					671.27
Indian Lake Area Chamber of Commerce					
Bill	6/26/2002		7/26/2002	7	75.00
Total Indian Lake Area Chamber of Commerce					75.00
John & Anne Hahn					
Bill	3/1/2002		7/22/2002	124	2,250.00
Total John & Anne Hahn					2,250.00
Liberty Press					
Credit	2/28/2001	State...			-56.08
Bill	8/31/2001		9/30/2001	306	56.08
Bill	2/27/2002	12234	3/29/2002	126	34,793.74
Bill	5/30/2002	5824	6/29/2002	34	42,594.54
Total Liberty Press					77,388.28
MainNet					
Bill Pmt -Check	6/2/2000	10383			-38.50
Total MainNet					-38.50
My Yellow Source, Inc.					
Bill	3/29/2002	1216	4/13/2002	96	1,785.00
Bill	5/2/2002	1230	5/17/2002	62	300.00
Bill	5/31/2002	1248	6/15/2002	33	200.00
Total My Yellow Source, Inc.					2,285.00
Peoples Savings Bank					
Bill	6/5/2002		6/25/2002	28	415.69
Bill	6/5/2002		6/25/2002	28	337.88
Bill	6/5/2002		6/25/2002	28	393.25
Bill	6/15/2002		7/5/2002	18	290.56
Bill	6/25/2002		7/15/2002	8	201.42
Total Peoples Savings Bank					1,638.80
Pitney Bowes Credit Corporation					
Bill	6/14/2002	jn02	6/29/2002	19	250.16
Total Pitney Bowes Credit Corporation					250.16
PitneyBowes Purchase Power					
Bill	4/16/2002		5/16/2002	78	307.00
Bill	5/16/2002		6/15/2002	48	1,762.55
Bill	6/18/2002		7/18/2002	15	508.62
Total PitneyBowes Purchase Power					2,578.17
Platinum Plus					
Bill	3/4/2002		4/3/2002	121	4,741.79
Bill	4/1/2002		5/1/2002	93	2,433.92
Bill	4/8/2002		5/8/2002	86	4,820.12

AMTEL DIRECTORIES INC.

07/03/02

## Unpaid Bills Detail

As of July 3, 2002

Type	Date	Num	Due Date	Aging	Open Balance
Total Platinum Plus					11,995.83
<b>Polylogics Consulting, Inc.</b>					
Bill	5/20/2002	W5807	6/19/2002	44	637.94
Bill	6/5/2002	c0416	7/5/2002	28	25.22
Bill	6/13/2002	0207...	7/13/2002	20	522.25
Total Polylogics Consulting, Inc.					1,185.41
<b>Polylogics Services LLC</b>					
Credit	10/25/2001				-500.00
Bill	10/31/2001	68	11/10/2001	245	75.00
Bill	3/29/2002	1207	4/28/2002	96	763.23
Bill	6/11/2002	1406	7/11/2002	22	1,117.03
Total Polylogics Services LLC					1,455.26
<b>SBC Ameritech</b>					
Bill	4/15/2002	1176	5/15/2002	79	150.00
Bill	6/15/2002		7/15/2002	18	40.03
Total SBC Ameritech					190.03
<b>SBC Directory Listings Products</b>					
Bill	2/15/2002	1132	2/25/2002	138	500.24
Total SBC Directory Listings Products					500.24
<b>Shawn Clark</b>					
Bill	6/26/2002		7/31/2002	7	140.00
Total Shawn Clark					140.00
<b>Skelley Lumber Co</b>					
Bill	2/28/2002		3/30/2002	125	2,353.55
Total Skelley Lumber Co					2,353.55
<b>SmartLease by GMAC</b>					
Bill	5/30/2002		6/19/2002	34	628.20
Bill	6/28/2002		7/18/2002	5	628.20
Total SmartLease by GMAC					1,256.40
<b>Speedway SuperAmerica LLC</b>					
Bill	6/15/2002		6/30/2002	18	408.30
Total Speedway SuperAmerica LLC					408.30
<b>Springfield Museum Of Art</b>					
Bill	3/14/2002		3/24/2002	111	1,000.00
Total Springfield Museum Of Art					1,000.00
<b>Sprint</b>					
Bill	5/31/2002		6/30/2002	33	1,283.56
Total Sprint					1,283.56
<b>Staples</b>					
Bill	6/3/2002		7/3/2002	30	3,047.37
Total Staples					3,047.37
<b>Thersa Cammer</b>					
Bill	6/28/2002		7/8/2002	5	64.50
Total Thersa Cammer					64.50
<b>Tracy Graphical</b>					
Bill	3/30/2002	1108	4/29/2002	95	1,229.60
Bill	5/10/2002	1105	6/9/2002	54	1,144.80
Total Tracy Graphical					2,374.40
<b>Urbana Daily Citizen</b>					

AMTEL Directories Inc.

07/03/02

**Unpaid Bills Detail**

As of July 3, 2002

Type	Date	Num	Due Date	Aging	Open Balance
Bill	4/11/2002		5/11/2002	83	10.00
Total Urbana Daily Citizen					10.00
<b>Wagner Maurice Davidson &amp; Gilbert Co LPA</b>					
Bill	4/15/2002		4/25/2002	79	275.00
Total Wagner Maurice Davidson & Gilbert Co LPA					275.00
<b>YPPA</b>					
Bill	1/26/2002	00291...	2/25/2002	158	280.00
Bill	4/1/2002		5/1/2002	93	1,250.00
Bill	4/25/2002	00297...	5/25/2002	69	285.00
Bill	7/1/2002		7/31/2002	2	1,250.00
Total YPPA					3,065.00
<b>TOTAL</b>					<b>137,402.00</b>

RIGHT TO REPURCHASE ASSETS AGREEMENT

WHEREAS, the parties hereto, AM-TEL DIRECTORIES, INC., as the Seller, and B.P. WHITE DIRECTORIES LLC, as the Buyer, agreed to the sale and purchase of the assets of AM-TEL DIRECTORIES, INC. on July 3, 2002. A copy of such agreement is attached hereto as Exhibit "A"; and,

WHEREAS, if economic conditions improve for AM-TEL DIRECTORIES, INC., it is the desire of AM-TEL DIRECTORIES, INC. to buy back the assets so sold.

NOW, THEREFORE, it is agreed by AM-TEL DIRECTORIES, INC. and B.P. WHITE DIRECTORIES, LLC as follows:

As long as STEVE M. BRANDEBERRY is an employee of B.P. WHITE DIRECTORIES LLC:

(1) AM-TEL DIRECTORIES, INC. shall have the right to buy back the assets so sold anytime within a five (5) year period beginning July 3, 2002, for the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) plus the assumption of debts and obligations of B.P. WHITE DIRECTORIES and those of WILLIAM N. WHITE related to the operation of the directory business. These obligations are set forth in the attached Exhibit "B".

(2) Should, for any reason, STEVE M. BRANDEBERRY cease, on his own accord, to be an employee of B.P. WHITE DIRECTORIES, LLC, then AM-TEL DIRECTORIES, INC. shall have one hundred and twenty (120) days to exercise the option to repurchase the assets and complete the acquisition.

In Witness Whereof, the parties to these presents have hereunto set their hand the day and year first above written.

SIGNED AND ACKNOWLEDGED IN THE  
PRESENCE OF:

B.P. WHITE DIRECTORIES LLC

\_\_\_\_\_  
BY: \_\_\_\_\_

AM-TEL DIRECTORIES, INC.

\_\_\_\_\_  
BY: \_\_\_\_\_

STATE OF OHIO

COUNTY OF \_\_\_\_\_, SS:

Before me, a Notary Public, in and for said County and State, personally appeared B.P. WHITE DIRECTORIES LLC, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged the signing of the foregoing to be the voluntary act and deed of the said B.P. WHITE DIRECTORIES LLC and the voluntary act and deed of the said \_\_\_\_\_, personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF OHIO

COUNTY OF \_\_\_\_\_, SS:

Before me, a Notary Public, in and for said County and State, personally appeared AM-TEL DIRECTORIES, INC., by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged the signing of the foregoing agreement to be the voluntary act and deed of the said AM-TEL DIRECTORIES, INC. and the voluntary act and deed of the said \_\_\_\_\_, personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:  
HARLEY A. DAVIDSON, ATTORNEY AT LAW  
117 West Court Street, Urbana, OH 43078